

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
DIVISION of OIL, GAS and MINING
1594 West North Temple, Suite 1210
Box 145801
Salt Lake City, Utah 84114-5801
(801) 538-5291
Fax: (801) 359-3940

---ooOoo---

SMALL MINE RECLAMATION CONTRACT

This Reclamation Contract (hereinafter referred to as "Contract") is entered into between **Thirstystone Resources, Inc.** the "Operator" and the Utah State Division of Oil, Gas and Mining ("Division").

WHEREAS, Operator desires to conduct mining operations under Notice of Intention (NOI) File No. S/053/027 which the Operator has filed with the Division and has been determined by the Division to be complete (Complete NOI) as required by the Utah Mined Land Reclamation Act, Sections 40-8-1 et seq., Utah Code Annotated, (2005, as amended) (hereinafter referred to as "Act") and the regulations adopted pursuant to the Act; and

WHEREAS, Operator is obligated to reclaim the lands affected by the mining operations in accordance with the Act and the regulations, and is obligated to provide a surety in a form and amount approved by the Division or the Board of Oil, Gas and Mining (Board) to assure reclamation of the lands affected by the mining operations.

NOW, THEREFORE, the Division and the Operator agree as follows:

1. Operator agrees to promptly reclaim in accordance with the requirements of the Act and applicable regulations, as they may be amended, all of the lands affected by the mining operations conducted or to be conducted pursuant to a Complete Notice of Intention.
2. The Lands Affected by the mining operations and subject to the requirements of the Act and this Contract include:

☒ **APPROVED**

- A. All surface and subsurface areas affected or to be affected by the mining operations including but not limited to private on-site ways, roads, railroads; land excavations; drill sites and workings; refuse banks or spoil piles; evaporation or settling

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DIV OF OIL, GAS & MINING

ponds; stockpiles; leaching dumps; placer areas; tailings ponds or dumps; work, parking, storage, and waste discharge areas, structures, and facilities; and

- B. All mining disturbances regardless of discrepancies in the map and legal description, unless explicitly and clearly identified as EXCLUDED on maps, and legal descriptions included in the Complete NOI; provided lands may be excluded only if: (1) they were disturbed by mining operations that ceased prior to July 1, 1977; (2) the lands would be included but have been reclaimed in accordance with a complete notice or reclamation plan; or (3) the lands were disturbed by a prior operation for which there is no surety, no legally responsible entity or person, and which lands are not necessarily or incidentally intended to be affected by the mining operations as described in the Complete NOI.
- 3. The Operator shall be responsible for reclamation of all such Lands Affected regardless of errors or discrepancies in the maps or legal descriptions provided with the NOI which are intended to assist in determining the location of the mining operations, to describe the areas of disturbance, and to assist estimating the amount of surety required.
 - 4. The Operator prior to commencement of any mining operations and as a precondition to the rights under the Notice of Intention shall provide a surety in a form permitted by the Act and in an amount sufficient to assure that reclamation of the Lands Affected will be completed as required by the Act. The Surety shall remain in full force and effect according to its terms unless modified by the Division in writing. A copy of the agreement providing for the Surety for the reclamation obligations herein is included as **ATTACHMENT A** to this Contract.
 - 5. If the Surety expressly provides for cancellation or termination for non-renewal:
 - A. The Operator shall within 60 days following the Division's receipt of notice that the Surety will be terminated or cancelled, provide a replacement Surety sufficient in a form and amount, as required by the Act, to replace the cancelled surety; or
 - B. If the Operator fails to provide an acceptable replacement Surety within 60 days of notice of cancellation or termination, the Division may order the Operator to cease further mining activities, and without further notice proceed to draw upon letters of credit, to withdraw any amounts in certificates of deposit or cash and/or any other forms of surety, and to otherwise take such action as may be necessary to secure the rights of the Division to perfect its claim on the existing surety for the purpose of fully satisfying all of the reclamation

☒ APPROVED

obligations incurred by the Operator prior to the date of termination, and the Division may thereafter require the Operator to begin immediate reclamation of the Lands Affected by the mining operations, and may, if necessary, proceed to take such further actions as may be required for the Division to forfeit the surety for the purpose of reclaiming the Lands Affected.

6. The Operator's liability under this Contract shall continue in full force and effect until the Division finds that the Operator has reclaimed the Lands Affected by mining operations in accordance with the Act and regulations, as amended. If the mining operations are modified or for any other reason vary from those described in the Complete Notice of Intention, the Operator shall immediately advise the Division, and the Notice of Intention shall be revised and the Surety amount shall be adjusted as necessary.
7. If reclamation of a substantial phase or segment of the Lands Affected by the mining operations is completed to the satisfaction of the Division, and the Division finds that such substantial phases or segments are severable from the remainder of the mining area, Operator may request the Division to find that Operator has reclaimed such area. If the Division makes such finding, Operator may make request to the Division for a reduction in the aggregate face amount of the Surety, and the Division may reduce the surety to an amount necessary to complete reclamation of the remaining mining operations as anticipated by the Complete Notice of Intention in accordance with the requirements of the Act and regulations, as amended.
8. Operator may, at any time, submit a request to the Division to substitute surety. The Division may approve such substitution if the substitute surety meets the requirements of the Act and the applicable rules.
9. Operator agrees to pay all legally determined public liability and property damage claims resulting from mining operations, to pay all permit fees, to maintain suitable records, to file all required reports, to permit reasonable inspections, and to fulfill all sundry reporting requirements applicable to the mine as required by the Act and implementing rules.
10. Operator agrees to indemnify and hold harmless the State, Board, and the Division from any claim, demand, liability, cost, charge, suit, or obligation of whatsoever nature arising from the failure of Operator or Operator's agents and employees, or contractors to comply with this Contract.
11. If Operator shall default in the performance of its obligations hereunder, Operator shall be liable for all damages resulting from the breach hereof including all costs, expenses, and reasonable attorney's fees incurred by the Division and/or the Board in the enforcement of this Contract.

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12. Any breach of a material provision of this Contract by Operator may, at the discretion of the Division, in addition to other remedies available to it, result in an order by the Division requiring the Operator to cease mining operations, and may thereafter result in an Order, subject to an opportunity for notice and hearing before the Board, withdrawing and revoking the Notice of Intention, and requiring immediate reclamation by the Operator of the Lands Affected or forfeiture of the Surety.
13. In the event of forfeiture of the Surety, Operator shall be liable for any additional costs in excess of the surety amount that is required to comply with this Contract. Upon completion of the reclamation of all of the Lands Affected, any excess monies resulting from forfeiture of the Surety shall be returned to the rightful claimant.
14. The Operator shall notify the Division immediately of any changes in the Operator's registered agent, the Operator's address, form of business, name of business, significant changes in ownership, and other pertinent changes in the information required as part of the Notice of Intention. Notwithstanding this requirement, any changes to the Notice of Intention, and any errors, omissions, or failures to fully or accurately complete or update the information on the Notice of Intention, or the attached maps, shall not affect the validity of this Contract and the rights of the Division to enforce its terms.
15. If requested by the Division, the Operator shall execute addendums to this Contract to add or substitute parties, or to reflect changes in the Operator, Surety, and otherwise modify the Contract to reflect changes in the mining operations as requested by the Division. All modifications must be in writing and signed by the parties, and no verbal agreements, or modifications in any of the terms or conditions shall be enforceable.
16. This Contract shall be governed and construed in accordance with the laws of the State of Utah.

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The signatory below represents that the Operator, if not a natural person, is a properly organized entity in good standing under the laws of Utah and the United States, is registered as an entity authorized to do business in the State of Utah, and that he/she is authorized to execute this Contract on behalf of the entity as Operator.

OPERATOR:

STATE OF THIRSTY STONE RESOURCES, INC
Operator Name

By RICHARD M. HOROWITZ
Authorized Officer (Typed or Printed)
VICE PRESIDENT
Authorized Officer - Position

[Signature] 2/6/07
Officer's Signature Date

STATE OF Pennsylvania)
) ss:
COUNTY OF Montgomery)

On the 6th day of February, 2007, Richard M. Horowitz
personally appeared before me, who being by me duly sworn did say that
he/she is an officer (owner, officer, director, partner, agent
or other (specify)) of the Operator Thirsty Stone Resources, Inc and duly
acknowledged that said instrument was signed on behalf of said Operator by
authority of its bylaws, a resolution of its board of directors or as may otherwise
be required to execute the same with full authority and to be bound hereby.

Barbara J. Walters
Notary Public
Residing at Hatfield, Pennsylvania

My Commission Expires: COMMONWEALTH OF PENNSYLVANIA

Notarial Seal
Barbara J. Walters, Notary Public
Cheltenham Twp., Montgomery County
My Commission Expires Nov. 1, 2009

FACT SHEET

Commodity: PICTURESTONE
Mine Name: BLACK RIDGE 1
County: Washington
Disturbed Acres: 5

Operator Name: Thirstystone Resources, Inc.
Operator address: 860 E 19TH ST TUCSON AZ 85719-6615
Operator telephone: (520) 623-1396 EXT 16
Contact: P Raymond
Operator email: praymond@thirstystone.com

This letter of credit is administered by the BLM. The Division has been named as cobeneficiary.

Surety: Letter of Credit
Bank Name: PNC Bank
Surety Amount: \$53,080.00 (The letter of credit serves as reclamation surety for two permits, S/053/027 (\$33,358) and S/053/028 (\$19,722)).
Account number: [REDACTED] amendment #1
Bank Contact: Pat
Bank Contact Telephone: 412 768 0403

Escalation year: 2009

PNC Bank, National Association
Trade Service Operations
3rd Floor
500 First Avenue
Pittsburgh, PA 15219
Mail Stop: P7-PFSC-03-T

Swift: PNCCUS33
Telephone: 1-800-682-4689

RLM-UT - 350
2007 JAN 24 PM 1:54



DATE: JANUARY 23, 2007

BENEFICIARY:
UNITED STATES DEPARTMENT
OF THE INTERIOR
SEE COMPLETE NAME AND ADDRESS BELOW
SALT LAKE CITY UT 84145-0155

APPLICANT:
THIRSTYSTONE RESOURCES INC.
860 E.19TH.ST.
TUCSON AZ 85719-6615

AMENDMENT TO IRREVOCABLE STANDBY LETTER OF CREDIT

OUR REFERENCE:
AMENDMENT NUMBER:

1

WE HEREBY AMEND OUR IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER
00258079-00-000 AS FOLLOWS:

THE EXPIRY DATE IS NOW TO READ: JUNE 06, 2008.

THIS LETTER OF CREDIT WILL CONTINUE TO AUTOMATICALLY EXTEND AS PROVIDED
THEREIN.

BENEFICIARY'S NAME AND ADDRESS HAS BEEN CHANGED TO READ AS FOLLOWS:

UNITED STATES BUREAU OF LAND MANAGEMENT
UTAH STATE OFFICE
324 SOUTH STATE
SALT LAKE CITY, UT 84145-0155

FOR ITSELF AND AS AGENT FOR

UTAH DIVISION OF OIL GAS AND MINING
1594 WEST NORTH TEMPLE
SALT LAKE CITY, UTAH 84114-5801

WHEREVER THE UNITED STATES DEPARTMENT OF THE INTERIOR, BUREAU OF LAND
MANAGEMENT ("BUREAU") APPEARS, IT SHALL NOW READ
UNITED STATES BUREAU OF LAND MANAGEMENT, AND UTAH DIVISION OF OIL GAS
AND MINING.

DELETE ITEM NO. 2 IN ITS ENTIRETY.

SUBSTITUTE ITEM NO. 2 AS FOLLOWS:

2. THIS LETTER OF CREDIT WILL EXPIRE UPON THE FIRST EVENT SET FORTH AS
FOLLOWS: (A) 5:00 O'CLOCK P.M. (PITTSBURGH, PENNSYLVANIA TIME) ON JUNE
6, 2008 OR (B) THE DATE UPON WHICH SUFFICIENT DOCUMENTS ARE EXECUTED BY
THE UNITED STATES BUREAU OF LAND MANAGEMENT TO RELEASE THIRSTYSTONE
RESOURCES INC. ("OPERATOR") FROM FURTHER LIABILITY FOR RECLAMATION OF
PICTURE SPRINGS MINE NO. UTU-068571 AND BLACKRIDGE MINE NO. UTU-068868

Page 1 of 2

00258079-00-000

☒ APPROVED

PNC Bank, National Association
Trade Service Operations
3rd Floor
500 First Avenue
Pittsburgh, PA 15219
Mail Stop: P7-PFSC-03-T

Swift: PNCCUS33
Telephone: 1-800-682-4689



WITH NOTICE TO PNC BANK, NATIONAL ASSOCIATION BY THE BUREAU ACCOMPANIED BY THE ORIGINAL LETTER OF CREDIT WITH DIRECTIONS FOR CANCELLATION.

ADD: WE ARE INFORMED THAT THE PROCEEDS OF THIS DRAWING WILL BE HELD BY THE THE UNITED STATES BUREAU OF LAND MANAGEMENT, IN ACCORDANCE WITH APPLICABLE LAW AND UTILIZED IN FULL TO PAY THE EXPENSES RELATING TO THE RECLAMATION LIABILITY, TOGETHER WITH THE COSTS OF COLLECTION, INCLUDING ATTORNEY'S FEES, HOWEVER, THE LIABILITY OF PNC BANK, NATIONAL ASSOCIATION UNDER THIS LETTER OF CREDIT SHALL NOT EXCEED \$53,080.00.


ADD: ALL DRAWINGS MADE HEREUNDER, DRAFTS AND CERTIFICATIONS IN THE FORM OF EXHIBIT A AND EXHIBIT B, MUST BE SIGNED BY THE UNITED STATES BUREAU OF LAND MANAGEMENT.

DELETE LETTER OF CREDIT NO. _____

SUBSTITUTE LETTER OF CREDIT NO. _____

WHEREVER LETTER OF CREDIT NO. _____ APPEARS, IT SHALL NOW READ

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.


PNC BANK, NATIONAL ASSOCIATION
GLOBAL TRADE SERVICE OPERATIONS



United States Department of the Interior

BUREAU OF LAND MANAGEMENT

Utah State Office
P.O. Box 45155
Salt Lake City, UT 84145-0155
<http://www.blm.gov>



IN REPLY REFER TO:

3809

(UT-923-OA)

UTU-68571, UTU-68868

March 2, 2007

CERTIFIED MAIL--Return Receipt Requested

DECISION

Obligor/Operator:
Thirstystone Resources Inc.
860 E. 19th St.
Tucson, AZ 85719-6615

Financial Institution:
PNC Bank, National Association
Trade Service Operations
500 First Ave., 3rd Floor,
Mail Stop: P7-PFSC-03-T
Pittsburgh, PA 15219

: Notice Operations: UTU-68571
: Harrisburg/Picture
: Springs Project
: and
: UTU-68868
: Black Ridge Project
: Statewide Bond Amount: \$53,080.00
: Letter of Credit No.:
: (Formerly S258079PHL)
: BLM Bond Number: UTB000037

Personal Bond Rider and Letter of Credit Amendment Accepted

Effective June 17, 2003, the Bureau of Land Management (BLM), Utah State Office accepted a personal bond with Thirstystone Resources, Inc., as Principal. The bond was accepted for statewide surface reclamation coverage of operations conducted by the principal in Utah. The \$53,080 bond is applied to notice UTU-68571 and UTU-68868.

On January 24, 2007, an amended letter of credit _____ and on February 27, 2007, a bond rider to BLM bond number UTB000037 was received by this office. The amendment and rider add the State of Utah, Division of Oil, Gas and Mining (OGM) to the bond. In addition, the amendment, changes the number of the letter of credit from _____ to _____. It is understood and agreed that the Principal is posting this bond in favor of the United States and State of Utah, Division of Oil, Gas, and

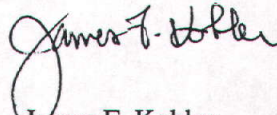
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DIV. OF OIL, GAS & MINING

Mining (OGM). The amended letter of credit and bond rider has been examined, found satisfactory, and are accepted effective February 27, 2007.

If you have any questions, or need additional information regarding this bond, please call Opie Abeyta at (801) 539-4123.



James F. Kohler
Chief, Branch of Solid Minerals

cc: Thirstystone Resources, Inc.
165 Township Line Road, Ste. 2100
Jenkintown, PA 19046
Russell Schreiner, SGFO (UT-100)
UDOGM, ATTN: Beth Erickson (with enclosures)
1594 W. North Temple, Suite 1210
Salt Lake City, UT 84114

In consideration for this rider and the acceptance of this rider by the Bureau of Land Management (BLM) on behalf of the United States of America, this rider attaches to and is part of the current Surface Management Bond, BLM No. UTB000037 further described as:

Nationwide _____
(If Applicable, Write/Type "Yes")

DATE - 07 - 95
2007 FEB 27 AM 9:30

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Expires
Barbara J. Walters, Notary Public
Cheltenham Twp., Montgomery County
My Commission Expires Nov. 1, 2009



United States Department of the Interior

BUREAU OF LAND MANAGEMENT

Utah State Office
P.O. Box 45155
Salt Lake City, UT 84145-0155

IN REPLY REFER TO:
3809
(UT-924-OA)
UTU-68571
UTU-68868

6/19/03
O'Byrne

June 19, 2003

CERTIFIED MAIL-RETURN RECEIPT REQUESTED

DECISION

Obligor/Operator:
Thirstystone Resources Inc.
860 E. 19th St.
Tucson, AZ 85719-6615

Financial Institution;
PNC Bank, National Association
Trade Service Operations
500 First Ave., 3rd Floor,
Mail Stop: P7-PFSC-03-T
Pittsburgh, PA 15219

Notice Operations: UTU-68571
Harrisburg/Picture
Springs Project
and
UTU-68868
Black Ridge Project

Statewide Bond Amount: \$53,080.00
Letter of Credit No.: [REDACTED]

Financial Guarantee Accepted Notices Extended

On December 30, 2002, you filed notices extending the above-mentioned notices with the St. George Field Office, Bureau of Land Management (BLM). The reclamation cost estimate is determined to be \$19,722 for notice UTU-68571 and \$33,358 for notice UTU-68868. A total of \$53,080.

On June 17, 2003, this office received a Surface Management Personal Bond contract and a letter of credit (LOC) in the amount of \$53,080 to secure a bond for the notice identified above. The bond and the financial document have been examined and found satisfactory. The financial guarantee is accepted as of June 17, 2003, and accordingly, the above-mentioned notices are extended until January 20, 2005.

The bond covers operations conducted by or on behalf of the obligor/operator on the above-mentioned notices.

The pledge for the bond is a LOC written by the financial institution named above. The LOC will be retained in this office until all terms and conditions of the operations have been fulfilled or until a satisfactory replacement bond has been accepted. The LOC will be returned to the financial institution when this office determines that the bond is not longer required.

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Final L. Per 6/20/03

The LOC will continue indefinitely in the absence of notice from the financial institution of its determination not to renew the letter. Such a notice must be received in this office at least 90 days prior to the original expiration date of January 17, 2005, or the automatic extension dates falling on the same day in subsequent years. A copy of such notice also should be provided to the obligor, who would then be responsible for providing a replacement security to the BLM. Unless the obligor provides a satisfactory replacement bond at least 30 days prior to the then fixed expiration date, BLM will demand that the financial institution pay the full amount of the credit to ensure continuing bond coverage of the obligor. Any such funds thus obtained will be retained as long as none are required to correct defaults, until the bond is no longer required or until replacement bond coverage is accepted by the BLM.

If you have any questions concerning the bond, please contact Opolonia Abeyta at (801) 539-4123.

Connie J. Seare

Connie J. Seare,
Acting Chief, Branch of
Minerals Adjudication

cc: Rick Rymerson, Geologist, St. George Field Office, UT-100
Terry Snyder, Utah State Office, UT-923
Wayne Hedberg, UDOGM, File No. S/053/027
1594 W. North Temple, Suite 1210
Salt Lake City, UT 84114

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

SURFACE MANAGEMENT PERSONAL BOND

Act of May 10, 1872, as amended (30 U.S.C. 22-54)
Act of October 21, 1976, as amended (43 U.S.C. 1732-35, 1782)
Act of September, 13, 1982 (31 U.S.C. 9301 et seq.)
Act of September 27, 1988 (102 Stat. 1776)
Act of April 16, 1993 (43 U.S.C. 299)

FORM APPROVED
OMB NO. 1004-0194
Expires: November 30, 2003

Plan of Operations/Notice _____ Statewide Utah _____ Nationwide _____
(Name of State, if applicable) ("Yes" - if applicable)

KNOW ALL MEN BY THESE PRESENTS, THAT Thirstystone Resources, Inc.
(name)
of 860 East 19 Street, Tucson, AZ 85719
(address)

as principal; is held firmly bound unto the United States of America in the sum of Fifty-three thousand, eighty dollars
and no/100 _____ dollars (\$ 53,080.00).

lawful money of the United States, which may be increased or decreased by a rider hereto executed in the same manner as this bond.

The principal, pursuant to the authority conferred by Section 1 of the Act of September 13, 1982 (31 U.S.C. 9303), does hereby constitute and appoint the Secretary of the Interior to act as his attorney-in-fact for the purpose of negotiating the cash, letters of credit, savings accounts, certificates of deposit, or securities. The interest accruing on the United States securities, cash, or other instruments given above, in the absence of any default in the performance of any of the conditions, or stipulations set forth in this bond, the plan of operations/notice, must be paid to the principal. The principal hereby, for any heirs, executors, administrators, successors, and assignees, jointly and severally, ratifies and confirms whatever the Secretary will do by virtue of these presents.

The Secretary will transfer this deposit for the faithful performance of any and all of the conditions and stipulations as set forth in this bond, the plan of operations/notice cited above, and the regulations at 43 CFR Subpart 3809 and Subpart 3802. In the case of any default in the performance of the conditions and stipulations of such undertaking, it is agreed that the Secretary will have full power to assign, appropriate, apply, or transfer the deposit, or any portion thereof, to the satisfaction of any damages, reclamation, assessments, penalties, or deficiencies arising by reason of such default.

BOND CONDITIONS

1. WHEREAS the principal has an interest in a mining claim(s), millsite(s), or tunnel site(s) and/or responsibility for operations and/or reclamation on the mining claim(s), millsite(s), tunnel site(s) or public lands under the Acts cited in the bond; and
2. WHEREAS the principal has filed an acceptable notice with the United States Department of the Interior and/or received approval from the United States Department of the Interior of the plan of operations cited above and said plan of operations/notice contains certain stipulations and conditions; and
3. WHEREAS the principal hereby waives any right to notice of, and agrees that this bond will remain in full force and effect notwithstanding:
 - a. Any transfer(s) in whole or in part, of any or all of the land covered by the plan of operations/notice further agrees to remain bound under this bond as to the interests in the plan of operations/notice retained by the principal; and
 - b. Any modification of the plan of operations/notice or obligations thereunder; and
4. WHEREAS the principal hereby agrees that notwithstanding the cancellation or relinquishment of any mining claim(s), millsite(s), or tunnelsite(s) covered by this plan of operations/notice, whether by operation of law or otherwise, the bond will remain in full force and effect as to the terms and conditions of the plan of operations/notice, and obligations covered by this bond; and
5. WHEREAS the principal agrees that in the event of any default under the plan of operations/notice and/or reclamation plan the bond may be forfeited and, the United States, through the Bureau of Land Management, may commence and prosecute any claim, suit, or other proceeding against the principal without the necessity of joining the owner(s) of the mining claim(s), millsite(s), or tunnelsite(s) covered by the plan of operations/notice; and
6. WHEREAS if the principal fails to comply with the provisions of 43 CFR 3809.595, the principal will also be subject to the applicable provisions and penalties of Sections 303 and 305 of the Federal Land Policy and Management Act of 1976, *as amended* (43 U.S.C. 1733 and 1735). This provision will not be construed to prevent the exercise by the United States of any other legal and equitable remedy, including waiver of the default; and

Title 18 U.S.C. Section 1001 and Title 43 U.S.C. Section 1212 make it a crime for any person knowingly and willfully to make to any department or agency of the United States any false fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

(Continued on reverse)

BOND CONDITIONS (Continued)

7. WHEREAS, on the faith of the foregoing promises, representations, and appointments, and in consideration of this bond, the United States has accepted the plan of operations/notice referenced herein.
8. NOW, THEREFORE, the condition of this obligation is such that if said principal(s), heirs, executors, administrators, successors, or assignees will, in all respects, faithfully comply with all of the provisions of the plan of operations/notice referenced herein, any amendments thereto, and the rules and regulations contained in 43 CFR Subpart 3809 or Subpart 3802, as applicable, then this obligation will be null and void; otherwise it will remain in full force and effect.

Signed this 16 day of June, 20 03 :

ACKNOWLEDGEMENT:

Subscribed and sworn to before me this 16 day
of June, 20 03

By

Title President

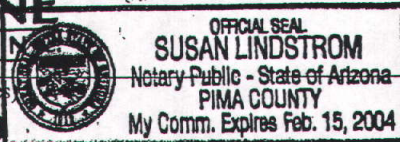
Business Address 860 East 19th Street

Tucson, AZ 85719

Susan Lindstrom
(Notary Public)
THIRSTYSTONE
RESOURCES, INC.

(Date Commission Expires)
**860 E. 19th St.
Tucson, AZ 85719**

[SEAL]



25-1786798

(Principal EIN or SSN No.)

[SEAL]

If this bond is signed by a corporation, it must bear the seal of the corporation

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this application.

AUTHORITY: 30 U.S.C. 22 et seq.; 43 U.S.C. 1732[b] and 1782[c]; 31 U.S.C. 9301 et seq.; 43 CFR 3802 and 3809.

PRINCIPAL PURPOSE: Information is being used to establish financial responsibility for surface disturbance on public lands.

ROUTINE USES: BLM will only disclose the information according to the regulations at 43 CFR 2.56 (d).

EFFECT OF NOT PROVIDING INFORMATION: Disclosure of the information is necessary to receive a benefit. Failure to disclose this information may result in BLM's rejection of your application.

The Paperwork Reduction Act of 1995 requires us to inform you that:

BLM collects this information to grant the right to conduct exploration and mining activities on public lands.

Response to this request is required to obtain a benefit.

BLM would like you to know that you do not have to respond to this or any other Federal agency-sponsored information collection unless it displays a currently valid OMB control number.

BURDEN HOURS STATEMENT

Public reporting burden for this form is estimated to average 8 minutes per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management (1004-0194), Bureau Information Collection Clearance Officer (WO-630), 1849 C Street, N.W., Washington, D.C. 20240.

PENNSYLVANIA DEPARTMENT OF STATE
CORPORATION BUREAU
ROOM 308 NORTH OFFICE BUILDING
P.O. BOX 8722
HARRISBURG, PA 17105-8722

155

THIRSTYSTONE RESOURCES, INC.

THE CORPORATION BUREAU IS HAPPY TO SEND YOU YOUR FILED DOCUMENT.
PLEASE NOTE THE FILE DATE AND THE SIGNATURE OF THE SECRETARY OF THE
COMMONWEALTH. THE CORPORATION BUREAU IS HERE TO SERVE YOU AND WANTS
TO THANK YOU FOR DOING BUSINESS IN PENNSYLVANIA. IF YOU HAVE ANY
QUESTIONS PERTAINING TO THE CORPORATION BUREAU, CALL (717) 787-1057.

ENTITY NUMBER: 2681679

MICROFILM NUMBER: 0200007

0395-0396

CT CORP SYSTEM
COUNTER

Entity Number 2681679

Kim D. Pappalardo
Secretary of the Commonwealth

ARTICLES OF AMENDMENT-DOMESTIC BUSINESS CORPORATION

DSCB:15-1915 (Rev 90)

In compliance with the requirements of 15 Pa.C.S. § 1915 (relating to articles of amendment), the undersigned business corporation, desiring to amend its Articles, hereby states that:

1. The name of the corporation is: Desert Sandscapes, Inc.

2. The (a) address of this corporation's current registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is (the Department is hereby authorized to correct the following information to conform to the records of the Department):

(a) One Pitcairn Place, Suite 2100, 165 Township Line Road, Jenkintown, PA 19046-3593
Number and Street City State Zip County
Montgomery County

(b) c/o: _____
Name of Commercial Registered Office Provider County

For a corporation represented by a commercial registered office provider, the county in (b) shall be deemed the county in which the corporation is located for venue and official publication purposes.

3. The statute by or under which it was incorporated is: Pennsylvania Business Corporation Law

4. The date of its incorporation is: 2/28/96

5. (Check, and if appropriate complete, one of the following):

☒ The amendment shall be effective upon filing these Articles of Amendment in the Department of State.

☐ The amendment shall be effective on: _____ at _____
Date Hour

6. (Check one of the following):

☒ The amendment was adopted by the shareholders (or members) pursuant to 15 Pa.C.S. § 1914(a) and (b).

☐ The amendment was adopted by the board of directors pursuant to 15 Pa.C.S. § 1914(c).

7. (Check, and if appropriate complete, one of the following):

☒ The amendment adopted by the corporation, set forth in full, is as follows:

The name of the corporation is Thirstystone Resources, Inc.

☐ The amendment adopted by the corporation is set forth in full in Exhibit A attached hereto and made a part hereof.

8. (Check if the amendment restates the Articles):

☐ The restated Articles of Incorporation supersede the original Articles and all amendments thereto.

IN TESTIMONY WHEREOF, the undersigned corporation has caused these Articles of Amendment to be signed by a d. authorized officer thereof this 19th day of January, 19 2000.

DESERT SANDSCAPES, INC.

(Name of Corporation)

BY:

William G. Hama (Signature)

TITLE: Vice President

PNC Bank, National Association
Trade Service Operations
3rd Floor
500 First Avenue
Pittsburgh, PA 15219
Mail Stop: P7-PFSC-03-T

Telex: 866533
Swift: PNCCUS33
Answerback: Firstbank Pgh
Telephone: 1-800-682-4689



JUNE 6, 2003

UNITED STATES DEPARTMENT
OF THE INTERIOR
SEE COMPLETE NAME AND ADDRESS BELOW
SALT LAKE CITY UT 84145-0155

RE: OUR LETTER OF CREDIT NO.:
APPLICANT: THIRSTYSTONE RESOURCES INC.
BENEFICIARY: UNITED STATES DEPARTMENT

ENCLOSED IS THE ORIGINAL OF OUR ABOVE REFERENCED LETTER OF CREDIT DATED
JUNE 6, 2003.

KINDLY ARRANGE TO REVIEW THE TERMS OF THE LETTER OF CREDIT. IF NOT
ACCEPTABLE, CONTACT THE APPLICANT TO ARRANGE TO HAVE THE LETTER OF
CREDIT AMENDED.


SHOULD YOU NEED ANY ADDITIONAL INFORMATION PLEASE DO NOT HESITATE TO
CONTACT US.

PNC BANK, NATIONAL ASSOCIATION
TRADE SERVICES OPERATIONS

THIS IS A COMPUTER GENERATED DOCUMENT, A MANUAL SIGNATURE IS
NOT REQUIRED.

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Trade Service Operations
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Pittsburgh, PA 15219
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Telephone: 1-800-682-4689

 PNCBANK
- COPY -
NOT NEGOTIABLE

DATE: JUNE 6, 2003

BENEFICIARY:
UNITED STATES DEPARTMENT
OF THE INTERIOR
SEE COMPLETE NAME AND ADDRESS BELOW
SALT LAKE CITY UT 84145-0155

APPLICANT:
THIRSTYSTONE RESOURCES INC.
860 E.19TH.ST.
TUCSON AZ 85719-6615

OUR REFERENCE:

IRREVOCABLE STANDBY LETTER OF CREDIT

STANDBY LETTER OF CREDIT NO.:

CURRENCY/AMOUNT: USD 53,080.00
USD FIFTY THREE THOUSAND EIGHTY AND 00/100'S

ISSUE DATE: JUNE 6, 2003
EXPIRY DATE: JUNE 6, 2004
EXPIRY PLACE: PITTSBURGH PA

BENEFICIARYS COMPLETE NAME AND ADDRESS BELOW

UNITED STATES DEPARTMENT OF THE INTERIOR,
BUREAU OF LAND MANAGEMENT
UTAH STATE OFFICE
P.O. BOX 45155
SALT LAKE CITY, UT 84145-0155

- COPY -
NOT NEGOTIABLE

1. PNC BANK, NATIONAL ASSOCIATION ("BANK") OF PITTSBURGH PA HEREBY ESTABLISHES THIS IRREVOCABLE LETTER OF CREDIT (THE "LETTER OF CREDIT") IN FAVOR OF THE UNITED STATES DEPARTMENT OF THE INTERIOR, BUREAU OF LAND MANAGEMENT ("BUREAU") FOR AN AGGREGATE AMOUNT NOT TO EXCEED US\$53,080.00 (FIFTY THREE THOUSAND EIGHTY AND 00/100 UNITED STATES DOLLARS) ("FACE AMOUNT") *"\$19,722.00 FOR PICTURE SPRINGS MINE NO.UTU-068571 AND *\$33,358.00 FOR BLACKRIDGE MINE NO. UTU-068868" EFFECTIVE IMMEDIATELY.



THIS IS AN INTEGRAL PART OF L/C NO.

PAGE... 2

2. THIS LETTER OF CREDIT WILL EXPIRE UPON THE FIRST EVENT SET FORTH AS FOLLOWS: (A) 5:00 O'CLOCK P.M. (PITTSBURGH, PENNSYLVANIA TIME) ON JUNE 06, 2004 OR (B) THE DATE UPON WHICH SUFFICIENT DOCUMENTS ARE EXECUTED BY THE BUREAU TO RELEASE THIRSTYSTONE RESOURCES, INC. ("OPERATOR") FROM FURTHER LIABILITY FOR RECLAMATION OF PICTURE SPRINGS MINE NO. UTU-068571 AND BLACKRIDGE MINE NO. UTU-068868 WITH NOTICE TO BANK BY THE BUREAU ACCOMPANIED BY THE ORIGINAL LETTER OF CREDIT WITH DIRECTIONS FOR CANCELLATION.

3. IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT WILL BE AUTOMATICALLY EXTENDED WITHOUT AMENDMENT, FOR AN ADDITIONAL ONE YEAR PERIOD FROM THE CURRENT EXPIRATION DATE SET HEREOF, OR ANY FUTURE EXPIRATION DATE, UNLESS NINETY (90) DAYS PRIOR TO ANY EXPIRATION DATE, WE NOTIFY YOU BY REGISTERED MAIL, RETURN RECEIPT REQUESTED OR COURIER MAIL THAT WE ELECT NOT TO CONSIDER THIS LETTER OF CREDIT RENEWED FOR ANY SUCH ADDITIONAL PERIOD. UPON RECEIPT OF SUCH NOTICE, YOU MAY DRAW HEREUNDER BY MEANS OF YOUR SIGHT DRAFT(S) DRAWN ON US AND ACCOMPANIED BY YOUR SIGNED STATEMENT READING AS FOLLOWS:

"THE AMOUNT OF THIS DRAWING US\$ (INSERT DRAW AMOUNT) UNDER PNC BANK, NATIONAL ASSOCIATION LETTER OF CREDIT NO. DATED JUNE 06, 2003 REPRESENTS FUNDS DUE US AS WE HAVE BEEN NOTIFIED THAT PNC BANK, NATIONAL ASSOCIATION HAS ELECTED NOT TO RENEW THIS LETTER OF CREDIT, AND WE HAVE NOT RELEASED THIRSTYSTONE RESOURCES, INC. FROM THEIR LIABILITY WITH US."

4. FUNDS UNDER THE LETTER OF CREDIT ARE AVAILABLE AGAINST THE BUREAU'S SIGHT DRAFT, IN THE FORM OF EXHIBIT A, SPECIFYING LETTER OF CREDIT NO. DELIVERED TO THE OFFICE OF THE BANK, 500 FIRST AVENUE, 3RD FLOOR, PITTSBURGH, PA 15219, ATTN: LETTER OF CREDIT DEPARTMENT. AT THE BUREAU'S SOLE ELECTION, THE DIVISION MAY PRESENT SIGHT DRAFTS FOR LESS THAN THE FACE AMOUNT SO LONG AS THE AGGREGATE AMOUNT OF ALL SIGHT DRAFTS DOES NOT EXCEED THE FACE AMOUNT. EACH DRAFT MUST BE ACCOMPANIED BY A CERTIFICATE IN THE FORM OF EXHIBIT B, SIGNED BY A DULY AUTHORIZED REPRESENTATIVE OF THE DIVISION.

5. IF THE BANK RECEIVES THE DIVISION'S SIGHT DRAFT(S) AND CERTIFICATE AS PROVIDED IN PARAGRAPH NO. 4 ABOVE ON OR BEFORE THE EXPIRATION OR TERMINATION OF THIS LETTER OF CREDIT, THE BANK WILL MAKE SUCH AMOUNT AS THE DIVISION MAY SPECIFY, WITHIN THE LIMITS OF THE SECOND SENTENCE OF PARAGRAPH NO. 4 OF THIS LETTER OF CREDIT, AVAILABLE TO THE BUREAU NO LATER THAN THE CLOSE OF BUSINESS, PITTSBURGH, PENNSYLVANIA TIME, ON THE

PNC Bank, National Association
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3rd Floor
500 First Avenue
Pittsburgh, PA 15219
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THIS IS AN INTEGRAL PART OF L/C NO.

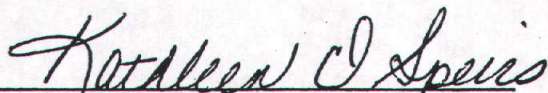
PAGE... 3

SECOND BUSINESS DAY FOLLOWING THE BANK'S RECEIPT OF THE SIGHT DRAFT AND CERTIFICATE AND IN SUCH A MANNER AS THE BUREAU MAY SPECIFY.

6. THE BANK WILL GIVE PROMPT NOTICE TO THE OPERATOR AND TO THE BUREAU DIRECTOR OF ANY NOTICE RECEIVED OR ACTION FILED ALLEGING THE INSOLVENCY OR BANKRUPTCY OF THE BANK, OR ALLEGING ANY VIOLATIONS OF REGULATORY REQUIREMENTS WHICH COULD RESULT IN SUSPENSION OR REVOCATION OF THE BANK'S CHARTER OR LICENSE TO DO BUSINESS.

7. THE LETTER OF CREDIT WILL BE GOVERNED BY THE LAWS OF THE STATE OF ARIZONA AND SHALL BE SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS, 1993 REVISION INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 500, AS THE SAME MAY BE AMENDED AND IN EFFECT FROM TIME TO TIME ("UCP"). IN THE EVENT OF A CONFLICT BETWEEN ARIZONA LAW AND THE UCP, ARIZONA LAW SHALL GOVERN.

8. ALL COMMUNICATIONS REGARDING THIS LETTER OF CREDIT WILL BE ADDRESSED TO PNC BANK, NATIONAL ASSOCIATION, 500 FIRST AVENUE, 3RD FLOOR, PITTSBURGH, PA 15219, ATTN: LETTER OF CREDIT DEPARTMENT.

A handwritten signature in cursive script, reading 'Kathleen J. Speer'.

(AUTHORIZED SIGNATURE)

PNC BANK, NATIONAL ASSOCIATION
TRADE SERVICES OPERATIONS

**EXHIBIT A - SIGHT DRAFT
TO
LETTER OF CREDIT NO.**

DATE

CITY, COUNTY

LETTER OF CREDIT NO.

PAY TO THE ORDER OF: UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

DOLLARS

TO: PNC BANK, NATIONAL ASSOCIATION
500 FIRST AVENUE, 3RD FLOOR
PITTSBURGH PA 15219

UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
UTAH STATE OFFICE
P.O. BOX 45155
SALT LAKE CITY, UT 84145-0155

BY _____
AUTHORIZED SIGNATURE

**EXHIBIT B
TO
LETTER OF CREDIT NO.**

To: PNC BANK, NATIONAL ASSOCIATION
500 FIRST AVENUE, 3RD FLOOR
PITTSBURGH PA 15219

I, _____ A DULY AUTHORIZED
REPRESENTATIVE OF THE UTAH DIVISION OF OIL, GAS AND MINING, HEREBY CERTIFY
THAT (1) THE DRAWING IN THE AMOUNT OF \$ _____ . BY SIGHT DRAFT
ACCOMPANYING THIS CERTIFICATE, UNDER LETTER OF CREDIT NO _____ , DATED
JUNE 06, 2003 ISSUED BY YOU IS PERMITTED UNDER THE PROVISION OF THE LETTER OF
CREDIT, (2) THE LETTER OF CREDIT HAS NEITHER EXPIRED NOR TERMINATED
PURSUANT TO ITS TERMS, (3) THE AMOUNT OF THE SIGHT DRAFT, TOGETHER WITH ANY
AMOUNTS PREVIOUSLY DRAWN UNDER THE LETTER OF CREDIT, DOES NOT EXCEED THE
FACE AMOUNT, AND (4) THE UNITED STATES DEPARTMENT OF THE INTERIOR, BUREAU
OF LAND MANAGEMENT, AFTER NOTICE AND HEARING, HAS ENTERED AN ORDER
WHICH HAS NOT BEEN STAYED, ORDERING FORFEITURE OF LETTER OF CREDIT NO.
_____ IN ACCORDANCE WITH APPLICABLE LAW. PROCEEDS OF THIS DRAWING
WILL BE UTILIZED IN FULL TO PAY THE EXPENSES RELATING TO THE RECLAMATION
LIABILITY, TOGETHER WITH THE COSTS OF COLLECTION INCLUDING ATTORNEYS FEES,
FOR THE _____ (MINE), _____ (MINE PERMIT #).

UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

BY: _____
AUTHORIZED SIGNATURE

DATE: _____